

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
TSUNAMI CYCLES ("Contractor")  
for  
BICYCLE MAINTENANCE AND REPAIR  
MA 8700 NA190000180**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Tsunami Cycles having offices at 2114 S. Congress, Austin, TX 78704 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 8700 MLH1 002REBID2.

**1.1 This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, IFB 8700 MLH1 002REBID2 including all documents incorporated by reference

1.1.3 Tsunami Cycles Offer, dated March 8, 2019, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.**

1.3.1 The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to 2 additional 12 month periods at the City's sole option

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

Jul 17 19:08:55a

The Barrientos Family

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p.2

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a 12 month Contract. Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$180,000 for the initial Contract term and \$60,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 All requirements are as stated in the 0500 Scope of Work document.

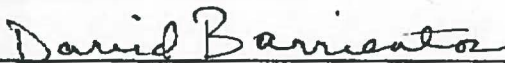
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**TSUNAMI CYCLES**

David Barrientos

Printed Name of Authorized Person



Signature

Business Owner

Title:


July 16, 2019

Date:

**CITY OF AUSTIN**

Linell Goodin-Brown

Printed Name of Authorized Person



Signature

Contract Management Supervisor II

Title:

7-26-19

Date:



## City of Austin

### Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 8, 2019

Tsunami Cycles  
David Barrientos  
Business Co-Owner  
2114 S. Congress  
Austin, Texas 78704

Subject: Recommendation for Award of IFB 8700 MLH1002REBID2, Bicycle Maintenance and Repair

Dear Mr. Barrientos:

Thank you for your response to IFB MLH1002REBID2 / Bicycle Maintenance and Repair solicitation for the City of Austin. Purchasing staff has completed its evaluation and has recommended award to Tsunami Cycles.

Thank you for your continued interest in doing business with the City of Austin. A copy of the final bid tab is attached for your review.

Sincerely,

  
Martha L. Hernandez  
Contract Management Specialist IV  
City of Austin  
Purchasing Office





## CITY OF AUSTIN, TEXAS

### Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

\* Response  
0700  
5.3.19

**SOLICITATION NO:** IFB 8700 MLH1002REBID2

**COMMODITY/SERVICE DESCRIPTION:** Bicycle Maintenance and Repair

**DATE ISSUED:** Monday, April 1, 2019  
**REQUISITION NO.:** RQM 18110900102

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**LOCATION:** N/A

**COMMODITY CODE:** 8053453, 92962

**BID DUE PRIOR TO:** Thursday, April 18, 2019 @ 2:00 P.M., CST

**FOR CONTRACTUAL AND TECHNICAL ISSUES  
CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**BID OPENING TIME AND DATE:** Thursday, April 18, 2019 @  
3:00 p.m., CST

**Primary Contact:**

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

Martha L. Hernandez  
Contract Management Specialist IV  
**Phone:** (512) 974-2020  
**E-Mail:** [martha.hernandez@austintexas.gov](mailto:martha.hernandez@austintexas.gov)

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select  
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MLH1002	Purchasing Office-Response Enclosed for Solicitation#: MLH1002
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	WORK SCOPE	9
ATTACHMENT A	BICYCLE FLEET SUMMARY	1
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing**

below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Tsunami Cycles  
Company Address: 2114 S. Congress  
City, State, Zip: Austin, TX ~~78704~~ 78704  
Vendor Registration No. TSU8307142  
Printed Name of Officer or Authorized Representative: David Barrientos  
Title: Business Co-Owner  
Signature of Officer or Authorized Representative: D. Barrientos  
Date: March 8, 2019  
Email Address: david@tsunamicycles.com  
Phone Number: (512) 448-9725

\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 8700 MLH1002REBID2**

**Addendum No: 1**

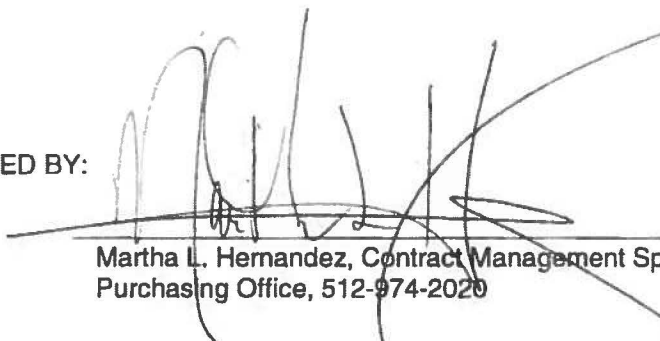
**Date of Addendum: April 1, 2019**

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**This addendum will incorporate the following changes to the above referenced solicitation.**

Solicitations documents have been added. All documents are requirements of this solicitation.

**APPROVED BY:**

  
Martha L. Hernandez, Contract Management Specialist IV  
Purchasing Office, 512-974-2020

April 1, 2019  
Date

**ACKNOWLEDGED BY:**

Tsunami Cycles  
Vendor Name

  
Authorized Signature

April 3, 2019  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE, FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**





**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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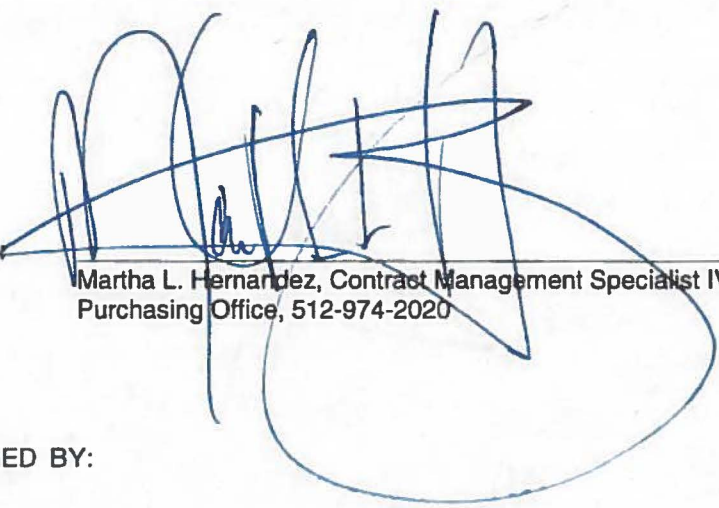
Solicitation: **IFB 8700 MLH1002REBID2** Addendum No: 2 Date of Addendum: **April 12, 2019**

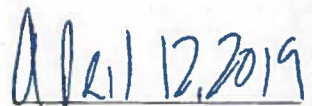
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This addendum will incorporate the following changes to the above referenced solicitation.

**The solicitation close date has not been extended and remains, April 18, 2019.**

APPROVED BY:

  
Martha L. Hernandez, Contract Management Specialist IV  
Purchasing Office, 512-974-2020

  
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE, FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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Solicitation: **IFB 8700 MLH1002REBID2** Addendum No: 3 Date of Addendum: **April 18, 2019**

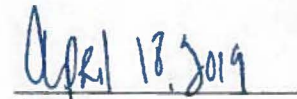
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This addendum will incorporate the following changes to the above referenced solicitation.

**The solicitation close date has been extended to April 25, 2019.**

APPROVED BY:

  
Martha L. Hernandez, Contract Management Specialist IV  
Purchasing Office, 512-974-2020

  
Date



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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Solicitation: **IFB 8700 MLH1002REBID2** Addendum No: 4 Date of Addendum: **April 25, 2019**

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This addendum will incorporate the following changes to the above referenced solicitation.

**The solicitation close date has been extended to May 2, 2019.**

APPROVED BY:

  
Martha L. Hernandez, Contract Management Specialist IV  
Purchasing Office, 512-974-2020

April 25, 2019  
Date



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be



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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
    - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
    - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
  - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
  - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the



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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.



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39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
  - i. does not "boycott Israel"; and
  - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.



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FOR  
BICYCLE REPAIR AND MAINTENANCE SERVICES  
IFB 8700 MLH1002REBID**

**1.0 PURPOSE**

- 1.1. The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") to provide bicycle repair and maintenance services. These services include bicycle repairs, parts replacement, preventative maintenance, safety inspections, and related services. Services will be provided at various sites throughout the City. Each department's Contract Manager (herein referred to the "Contract Manager") or "Designee" will coordinate all services with the Contractor. The City reserves the right to add or remove City departments, herein referred to as "Departments" to the Contract. All services provided to the City shall be rendered at the location specified by the City at the time of order.
- 1.2. The bicycle maintenance and repair services shall be provided for the Austin Police Department (APD), the Parks and Recreation Department (PARD) Park Ranger Bicycle Units, Austin Convention Center Department (ACCD), and the Austin Travis County Emergency Medical Services.
- 1.3. Any and all services that have been omitted from this document, but which clearly conform with delivery of bicycle maintenance and repair services, shall be considered a requirement although not directly specified in this Scope of Work.

**2.0 BACKGROUND INFORMATION**

- 2.1. The Austin Police Department (APD) Bicycle Units are a 24-hour, 7-day a week operation, patrolling several areas within the city limits of Austin, including but not limited to the downtown area and along the green belt or hike and bike trails. Currently, APD has 249 bicycles in its fleet.
- 2.2. The Parks and Recreation Department's (PARD) Park Ranger Bicycle Units are a 7-day a week operation, patrolling park land areas within the city limits of Austin, including but not limited to the downtown parks areas and along the greenbelts, nature preserves, and hike and bike trails. Currently, PARD has 21 bicycles in its fleet with the potential to increase to 50 bicycles in the next four years. PARD will begin utilizing services under this contract upon award and execution of the contract.
- 2.3. The Austin Convention Center Department (ACCD) Bicycle Units is used to patrolling the surrounding areas of the Convention Center, Palmer Events Center, and three associated parking garages. Regular patrols are done at least twice weekly and every day during events. Currently, ACCD has eight (8) bicycles in its fleet.
- 2.4. The Austin Travis County Emergency Medical Services, herein referred to as "EMS" maintains a fleet of nine (9) bicycles utilized by EMS Bike Medics to deliver emergency patient care when other modes of transportation may not be feasible.
- 2.5. The Contractor shall provide on-site services at the locations specified below. On-site service locations are determined at the sole discretion of the City and subject to change. The City will notify the Contractor when there is a change to an on-site service location(s).

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- 2.5.1. Austin Police Department (APD)
  - 2.5.1.1. APD Headquarters: 715 E. 8<sup>th</sup> Street
  - 2.5.1.2. APD Training Academy: 4800 Shaw Lane
- 2.5.2. Austin Parks and Recreation Department (PARC)
  - 2.5.2.1. Annex: 919 West 28<sup>th</sup> ½ Street
  - 2.5.2.2. Park Ranger Headquarters: Zilker Park, Zilker-House, 2201 Barton Springs Road
- 2.5.3. Austin Convention Center Department (ACCD)
  - 2.5.3.1. Austin Convention Center: 500 East Cesar Chavez
  - 2.5.3.2. Palmer Events Center: 900 Barton Springs Road
- 2.5.4. Emergency Medical Services Department (EMS)
  - 2.5.4.1. EMS Headquarters, 15 Waller Street

**3.0 CONTRACTOR REQUIREMENTS**

**3.1 Qualification Requirements**

- 3.1.1. The Contractor shall have at least three (3) years of recent experience in bicycle repair, parts replacement, preventative maintenance and inspection services.
- 3.1.2. The Contractor shall be able to perform services on a variety of bicycle brands, models and types. For an inventory summary, reference Attachment A. Attachment A shall be referred to as the City's Fleet. The bicycles included in the City's fleet, are subject to change.

**3.2. Contractor Uniform and Identification**

- 3.2.1. Contractor personnel shall wear company/employee uniforms while performing work on City property, wear appropriate personal protective equipment and wear photo identification/ID badge visible to City staff.
- 3.2.2. The Contractor shall maintain compliance with current operational and safety standards related to bicycles, including the U.S. Consumer Product Safety Commission (CPSC) under authority of the Hazardous Substances Act. And industry standards, including but not limited to requirements and/or standards established in the American Society for Testing and Materials (ASTM).
- 3.2.3. The Contractor shall maintain compliance with Occupational Safety and Health Administration requirements.

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**3.3. Contractor Responsibilities**

- 3.3.1. The Contractor shall be solely responsible for all repairs and/or replacements for any damage to City property caused by the Contractor personnel.
- 3.3.2. The Contractor shall designate a single point of contact(s) (SPOC) and shall communicate the contact information in the contract.
- 3.3.3. The Contractor's SPOC shall be available during regular business hours, as defined below, and shall provide and maintain current contact information to the City. The SPOC shall be available during non-regular hours, and specifically available 24 hours a day, 7 days a week, including City observed holidays. The Contractor shall provide and maintain current contact information to the City, for any back-up SPOC.
  - 3.3.3.1. Regular days and hours are designated as Monday through Friday, from 8:00 a.m. to 5:00 p.m., CST, and exclude City observed holidays.
  - 3.3.3.2. Non-Regular days and hours are designated as Saturday and Sunday, from the hours of 12:00 a.m. to 11:59 p.m.; and Monday through Friday, between the hours of 5:01 p.m. to 7:59 a.m.; and include City observed holidays.
- 3.3.4. The Contractor shall provide the following services:
  - 3.3.4.1. Maintenance;
  - 3.3.4.2. bike cleanings;
  - 3.3.4.3. bike repairs;
  - 3.3.4.4. replacement of parts;
  - 3.3.4.5. inspections;
  - 3.3.4.6. preventive maintenance services; and
  - 3.3.4.7. services to identify and address all safety issues on serviced bicycles, and include:
    - 3.3.4.7.1. Safety checks including checks on shifting gears, tightening up any loose parts and/or equipment;
    - 3.3.4.7.2. And addressing service needs that may cause a hazard to the rider or impact the useful life of the bicycle.
- 3.3.5. To further clarify maintenance and repair requirements, the following services are defined below and shall minimally require the following:
  - 3.3.5.1. Tune-ups
    - 3.3.5.1.1. Adjust breaks, gears and shifters;
    - 3.3.5.1.2. Adjust hubs, bottom bracket and headset;

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- 3.3.5.1.3. True both wheels and inspect tires for wear;
- 3.3.5.1.4. Clean and lube drive train (chain, cassette, and crank); and
- 3.3.5.1.5. Perform overall safety check.
- 3.3.5.2. Gear Adjustments
  - 3.3.5.2.1. Adjusting gears based on slippage on cassette and derailleurs.
- 3.3.5.3. Complete Overhaul
  - 3.3.5.3.1. Performing a complete tune-up;
  - 3.3.5.3.2. Replacing all housing and cables;
  - 3.3.5.3.3. Replacing bar tape or grips;
  - 3.3.5.3.4. Re-packing wheel (hub) bearings;
  - 3.3.5.3.5. Re-packing bottom bracket (crank) bearings;
  - 3.3.5.3.6. Re-packing headset (steering) bearings;
  - 3.3.5.3.7. Thorough cleaning of the frame and components.
  - 3.3.5.3.8. Thorough cleaning and lube chain check, including check on length and wear;
  - 3.3.5.3.9. Cleaning rims;
  - 3.3.5.3.10. True wheels (tension and dish as needed);
  - 3.3.5.3.11. Cleaning and oiling freewheel mechanism and cleaning cogs;
  - 3.3.5.3.12. Aligning front and rear frame dropouts and rear derailleur hanger;
  - 3.3.5.3.13. Torque to specification: crank bolts, chainring bolts, pedals, seat and seat post bolts; stem and handlebar bolts, bar ends, wheels bolts and/or quick release mechanisms; brake fixing bolts, brake levers, shift levers and derailleur fixing bolts;
  - 3.3.5.3.14. Oil pedals; if clipless, purge with grease;
  - 3.3.5.3.15. Lubricate all pivots on brakes, derailleurs, levers and pedals;
  - 3.3.5.3.16. Disassemble, clean and lubricate derailleurs and brake pivot;
  - 3.3.5.3.17. Cut cable housing to ideal length;
  - 3.3.5.3.18. Resurface brake pads;
  - 3.3.5.3.19. Adjusting brakes;
  - 3.3.5.3.20. Adjusting derailleurs;
  - 3.3.5.3.21. Tighten all accessory nuts and bolts;
  - 3.3.5.3.22. Inflate tires; and
  - 3.3.5.3.23. Test ride to ensure proper and complete.
- 3.3.5.4. Overhaul Head Including Disassembly and Assembly
  - 3.3.5.4.1. Disassembly of Overhaul Head
    - 3.3.5.4.1.1. Remove pre-load adjustment bolt on the top of the steerer tube;
    - 3.3.5.4.1.2. Remove top cap and any spacers that are above the stem;



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- 3.3.5.4.1.3. Make certain the fork is supported and loosen the bolts clamping the stem to the steerer tube as needed;
- 3.3.5.4.1.4. If headsets will have a rubber O-ring fitted into the compression ring (bearing cap) replace the O-ring if needed and make sure not to shear the O-ring;
- 3.3.5.4.1.5. Remove fork from the frame; and
- 3.3.5.4.1.6. Clean and inspect bearings and races.

3.3.5.4.2. Assembly of Overhaul Head

- 3.3.5.4.2.1. Apply grease to both cups, crown race and bearings;
- 3.3.5.4.2.2. Assemble the parts in reverse order that you removed them;
- 3.3.5.4.2.3. Sliding the stem and spacers onto the steerer tube and refit the top cap and bolt;
- 3.3.5.4.2.4. Bearings shall be adjusted by tightening and loosening the top bolt as needed. The bearings shall be adjusted so there is no play;
- 3.3.5.4.2.5. The front brake shall be clamped; and bike checked by rocking backward and forward; and
- 3.3.5.4.2.6. Ensure bearings are correctly adjusted and lined up with the stem and ensure bolts are tightened.

3.3.5.5. Overhaul Bottom Bracket

- 3.3.5.5.1. The cartridge bottom bracket shall be a sealed unit; if worn out the entire component shall be replaced.
- 3.3.5.5.2. The cartridge bottom bracket replacement shall include:
  - 3.3.5.5.2.1. Removal of both crank arms.
  - 3.3.5.5.2.2. Cleaning of bottom bracket threads in frame with degreaser and rag.
  - 3.3.5.5.2.3. Applying grease to the frame threads and bottom bracket threads.
  - 3.3.5.5.2.4. Inserting the bottom bracket into the frame and ensure it is oriented correctly
  - 3.3.5.5.2.5. Fitting and avoiding cross threading.
  - 3.3.5.5.2.6. Reinstallation of cranks.

- 3.3.6. The Contractor shall maintain a retail store-front that shall include a repair shop located within a 15-mile radius of the Texas State Capitol.

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- 3.3.7. The Contractor shall maintain walk-in services to provide services as defined in this Scope of Work.
- 3.3.8. The City shall have access to walk-in services at the Contractor's retail store during normal business hours, defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. (CST).

**3.4. Service Requirements**

**3.4.1. Repair Parts and Materials**

- 3.4.1.1. The Contractor shall only use repair parts and materials to perform services which are factory-new, free of defects in materials and workmanship and shall meet or exceed the Original Equipment Manufacturer (OEM) specifications as approved by the City's Contract Manager or Designee.
- 3.4.1.2. The Contractor shall ensure all parts meet UL standards where applicable.
- 3.4.1.3. The Contractor shall provide services and/or parts and shall use services and/or parts which are under warranty. The City shall not be charged for any parts or work performed by manufacturer, which is under warranty.
- 3.4.1.4. The Contractor shall maintain sufficient inventory of parts and materials required to perform routine, scheduled repair and maintenance services and specified in this solicitation.
- 3.4.1.5. If any parts and/or materials required to provide services are unavailable, the Contractor shall give notice to the department's Contract Manager or Designee. When notifying the department's Contract Manager or Designee, the Contractor shall also provide an estimated delivery date for the part and/or material.
- 3.4.1.6. If the Contractor is unable to obtain the necessary replacement parts within the required time, due to manufacturer delays or other events, the Contractor shall notify the department's Contract Manager or Designee.
- 3.4.1.6.1. The Contractor shall notify the department's Contract Manager or Designee, of any revised delivery schedule required for maintenance and/or repair services.

**3.5. Scheduled/Preventative Maintenance Services**

- 3.5.1. Scheduled/preventative maintenance services shall be arranged to ensure equipment is properly maintained, ensure safety of personnel, ensure equipment remains in service for its useful life.

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3.5.2. The Contractor shall provide scheduled/preventative maintenance services, during regular business hours.

3.5.2.1. Regular business hours are designated as: Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.5.3. The Contractor shall deliver each department, a proposed preventative maintenance schedule no more than 30-calendar days, after contract award. The Contractor and the City department will confer to collectively determine the preventative/maintenance schedule for the department.

3.5.4. The Contractor shall not schedule or perform preventative/maintenance work until a schedule agreement is in place. However, departments may use services prior to the based on the department's service needs. For expedited service information, reference subsection 3.6 of this Scope of Work.

3.5.5. The Contractor shall be responsible to provide and transport all parts and materials necessary to complete maintenance and repair services.

3.5.6. The Contractor shall perform all preventative/maintenance services in accordance with the manufacturer's standards or current established industry standards.

3.5.7. The Contractor shall complete scheduled/preventative repairs within five (5) business days. If the Contractor is unable to complete the scheduled repairs within the five (5) day timeline, the Contractor shall notify the Contract Manager or Designee.

3.5.7.1. The Contractor shall notify the department within six (6) hours, from time of the scheduled service, if the Contractor is unable to complete services within the established preventative/maintenance schedule.

3.5.7.1.1. The notice from the Contractor shall convey the reason for the delay and revised schedule for completion of services shall be recommended by the Contractor. The Contract Manager or Designee will be give consent or propose an alternate schedule.

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- 3.5.8. The Contractor shall agree that the scheduling of City events shall take precedence over any schedule(s), which may have been previously agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alternate schedule is required. The City will make every reasonable effort to give immediate notice to the Contractor. The City will notify the Contractor of required schedule changes, at least one (1) business day prior to the established schedule.
- 3.5.9. The Contractor shall maintain or have immediate access to inventory and materials, required to perform regular maintenance and repairs, within the timeframes established in this solicitation.
- 3.5.10. The Contractor and the City may revise the preventative/maintenance schedule on an annual basis or as mutually agreed.

**3.6. Expedited Services**

- 3.6.1. Expedited services shall be defined as those services that are immediately required, due to an unforeseen event(s) or circumstances that may interfere with City operations. The City will have the sole authority to determine which services are designated as expedited services.
- 3.6.2. The Contractor shall be available to provide expedited services, 24 hours a day, 365 days a year. The City will provide reimbursement for expedited services based on the day and time the services are required. The City will determine when expedited services are to be provided. The City will provide reimbursement to the Contractor in accordance with the hourly rates specified in the 0600 and as defined as regular hours or non-regular hours.
  - 3.6.2.1. Regular hours are designated as hours between 8:00 a.m. and 5:00 p.m., CST, including weekdays, excluding City observed holidays.
  - 3.6.2.2. Non-regular hours are City observed holidays, weekends, and weekdays between the hours of 5:01 p.m. and 7:59 a.m., CST.
  - 3.6.2.3. Expedited services are services provided outside the agreed upon maintenance/preventative schedule.
- 3.6.3. The Contractor shall provide a complete cost estimate for expedited services that shall include the estimated completion date. The Contractor shall provide a complete cost estimate within two hours from the time of request from the City. The Contract Manager or Designee and Contractor must mutually agree to cost estimate before proceeding with the work.
  - 3.6.3.1. The response time for delivery of expedited begins when the Contract Manager or Designee contact the Contractor AND the Contractor's technician signs in at the City location.



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- 3.6.4. The Contractor shall park its vehicles in areas designated by the City, if available. The Contractor shall be solely responsible for any fines or fees that may result from use of parking garages, surface lots, metered parking, etc. All vehicles used by the Contractor shall be clearly marked with the Contractor's business name, on both sides of the vehicle. Magnetic signs are acceptable.
- 3.6.5. The Contractor shall complete expedited services, within 48 hours. The Contractor may complete the expedited repairs on-site (City location) or in the Contractor's retail store.
  - 3.6.5.1. In the event that the Contractor cannot complete the repairs within 48 hours, the Contractor shall immediately notify the department's Contract Manager to coordinate and/or reschedule a new completion time.
- 3.6.6. The Contractor shall be compensated at the non-regular hourly rate for expedited services required during non-regular hours. The Contractor must obtain prior authorization from the Contract Manager or Designee before performing services.
- 3.6.7. Any unauthorized work performed by the Contractor during non-regular hours shall be billed and reimbursed to the Contractor at the regular rate(s), specified in Section 0600 of this solicitation.

**3.7. Reports**

- 3.7.1. The contract requires a kick-off meeting be held within 30 days from the date of contract execution. The kick-off meeting will be held prior to issuance of any notice to proceed. The kick off meeting will include a review report requirements and schedules, review of work order ticket and invoicing process, and other work processes related to the contract.

**3.8. Transportation to City Sites**

- 3.8.1. The Contractor shall provide all required transportation to perform services as specified in Section 0500.

**4.0 CITY REQUIREMENTS**

- 4.1. The City will maintain the City Fleet inventory information including the number of bicycles and brand information. Reference **Attachment A**.
- 4.2. The City will provide additional data on its City Fleet inventory, including fixed asset numbers and/or serial numbers, within 30 days after contract award.
- 4.3. The City will provide updated inventory information to the Contractor as may be required.

# ATTACHMENT A

## FLEET DATA BY CITY DEPARTMENT

DEPARTMENTS REQUIRING MAINTENANCE AND REPAIR SERVICES	COUNT
EMERGENCY MEDICAL SERVICES	9
AUSTIN CONVENTION CENTER DEPARTMENT	8
AUSTIN POLICE DTAC INVENTORY and APD TRAINING BIKES	212
PARKS AND RECREATION (PARK RANGER)	25
Total Estimate	254

## FLEET BRAND AND COUNT BY DEPARTMENT

AUSTIN CONVENTON CENTER DEPARTMENT	
Brand	Count
FUJI	4
SMITH & WESSON	4

EMERGENCY MEDICAL SERVICES	
Brand	Count
SPECIALIZED	8
TREK	1

PARKS AND RECREATION DEPARTMENT	
Brand	Count
SPECIALIZED	21
FUJI	2
SURLEY	1
MOTOBECANE	1

AUSTIN POLICE DEPARTMENT	
Brand	Count
FUJI	1
TEK	2
TREJK	1
TREK	157
TREK1	1
FUJI 26	3
GIANT 26	2
RALEIGH 6	2
TREK 26	22
TREK 29	21



**SECTION 0600 BID SHEET**  
**CITY OF AUSTIN**  
**BICYCLE MAINTENANCE AND REPAIR**

**SOLICITATION NO.:** IFB 8700 MLH1002REBID2

**BUYER:** Martha L. Hernandez

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**CATEGORY 1 - PARTS AND MATERIALS**

**Category 1 should only reflect parts and material costs related to the line item.**

ITEM NO.	Item Description	Annual Estimated Quantity	Unit	Unit Price	ANNUAL Extended Price
1.1	COMPLETE OVERHAUL	12	EACH	\$ 95.00	\$ 1,140.00
1.2	TIRE	99	EACH	\$ 55.00	\$ 5,445.00
1.3	TUBE	83	EACH	\$ 6.00	\$ 498.00
1.4	CABLE AND HOUSING	61	EACH	\$ 3.00	\$ 183.00
1.5	HAND BRAKE	61	EACH	\$ 20.00	\$ 1,220.00
1.6	SPOKES	39	EACH	\$ 1.25	\$ 48.75





**SECTION 0600 BID SHEET  
CITY OF AUSTIN  
BICYCLE MAINTENANCE AND REPAIR**

**SOLICITATION NO.: IFB 8700 MLH1002REBID2**

**BUYER: Martha L. Hernandez**

1.7	WHEEL	49	EACH	\$ 200.00	\$ 9,800.00
1.8	DERAIL	29	EACH	\$ 65.00	\$ 1,885.00
1.9	HUB	45	EACH	\$ 50.00	\$ 2,250.00
1.10	HEAD	40	EACH	\$ 25.00	\$ 1,000.00
1.11	BOTTOM BRACKET	20	EACH	\$ 35.00	\$ 700.00
1.12	GRIPS	51	EACH	\$ 30.00	\$ 1,530.00
1.13	CLEANING MATERIALS	9	EACH	\$ -	\$ -
1.14	FRONT SHOCK	12	EACH	\$ 30.00	\$ 360.00
1.15	REAR SHOCK	9	EACH	\$ 25.00	\$ 225.00
1.16	SEAT TUBE SHOCK	11	EACH	\$ -	\$ -
1.17	BRAKE PADS	107	EACH	\$ 15.00	\$ 1,605.00
1.18	TOE CLIPS	9	EACH	\$ 8.00	\$ 72.00
1.19	GEAR	31	EACH	\$ 65.00	\$ 2,015.00
1.20	FORK	17	EACH	\$ 250.00	\$ 4,250.00
1.21	PEDAL	31	EACH	\$ 50.00	\$ 1,550.00
1.22	HANDLE BAR	16	EACH	\$ 20.00	\$ 320.00
1.23	TUNE UP	239	EACH	\$ 30.00	\$ 7,170.00
<b>Subtotal</b>					<b>\$ 43,266.75</b>

**CATEGORY 2 - LABOR**

**Category 2 should only reflect labor costs related to the line item.**

ITEM NO.	Item Description	Annual Estimated Quantity	UNIT	Unit Price	ANNUAL Extended Price
2.1	COMPLETE OVERHAUL	12	HR	\$ 150.00	\$ 1,800.00





**SECTION 0600 BID SHEET**  
**CITY OF AUSTIN**  
**BICYCLE MAINTENANCE AND REPAIR**

**SOLICITATION NO.:** IFB 8700 MLH1002REBID2

**BUYER:** Martha L. Hernandez

2.2	INSTALL TIRE	99	HR	\$ 8.00	\$ 792.00
2.3	INSTALL TUBE	83	HR	\$ 8.00	\$ 664.00
2.4	INSTALL CABLE AND HOUSING	61	HR	\$ 8.00	\$ 488.00
2.5	ADJUST HAND BRAKE	61	HR	\$ 10.00	\$ 610.00
2.6	RESPOKE WHEEL	39	HR	\$ 30.00	\$ 1,170.00
2.7	TRUE WHEEL	49	HR	\$ 14.00	\$ 686.00
2.8	ADJUST DERAIL	29	HR	\$ 9.00	\$ 261.00
2.9	ADJUST HUB	45	HR	\$ 9.00	\$ 405.00
2.10	OVERHAUL HUB	45	HR	\$ 20.00	\$ 900.00
2.11	ADJUST HEAD	45	HR	\$ 8.00	\$ 360.00
2.12	ADJUST BOTTOM BRACKET	20	HR	\$ 10.00	\$ 200.00
2.13	OVERHAUL HEAD	35	HR	\$ 12.00	\$ 420.00
2.14	OVERHAUL BOTTOM BRACKET	17	HR	\$ 18.00	\$ 306.00
2.15	INSTALL GRIPS	51	HR	\$ 3.00	\$ 153.00
2.16	TUNE-UPS	239	HR	\$ 45.00	\$ 10,755.00
2.17	CLEAN	31	HR	\$ 12.00	\$ 372.00
2.18	ADJUST & CLEAN ROCK SHOCKS	41	HR	\$ 15.00	\$ 615.00
2.19	REPAIR SEAT TUBE SHOCK	11	HR	\$ 75.00	\$ 825.00
2.20	REPLACE SEAT TUBE SHOCK	69	HR	\$ 10.00	\$ 690.00
2.21	INSTALL BRAKE PADS	47	HR	\$ 10.00	\$ 470.00
2.22	TOE CLIPS	17	HR	\$ 5.00	\$ 85.00
2.23	GEAR ADJUSTMENTS	21	HR	\$ 8.00	\$ 168.00
2.24	REPLACE GEAR	15	HR	\$ 10.00	\$ 150.00
2.25	FORK REBUILD	12	HR	\$ 70.00	\$ 840.00
2.27	ADJUST FORK	31	HR	\$ 10.00	\$ 310.00
2.28	ADJUST HANDLEBAR	11	HR	\$ 4.00	\$ 44.00
				<b>Subtotal</b>	<b>\$ 24,539.00</b>



**SECTION 0600 BID SHEET  
CITY OF AUSTIN  
BICYCLE MAINTENANCE AND REPAIR**

**SOLICITATION NO.:** IFB 8700 MLH1002REBID2

**BUYER:** Martha L. Hernandez

ITEM NO.	Item Description	Estimated Annual Quantity	Unit	Unit Price	ANNUAL Extended Price
2.60	SCHEDULED SERVICE OCCURRENCES for Non-Regular Hours Weekends, City observed holidays and weekday hours 5:01 p.m. to 7:59 a.m.	29	HR	40	\$ 1,160.00
2.31	Expedited Services: Non-Regular HOUR OCCURRENCES Weekends, City observed holidays and weekdays between the hours of 5:01 p.m. to 7:59 a.m.	8	HR	100	\$ 800.00
2.32	Expedited Services: Regular Hour OCCURRENCES Monday through Friday, 8:00 a.m. to 5:00 p.m.	32	HR	60	\$ 1,920.00
<b>Subtotal</b>					\$ 3,880.00
<b>TOTAL</b>					\$ 71,685.75

**CATEGORY 3 - NON-SPECIFIED SERVICES (For Informational Purposes Only)**

Please list any additional related services your Company can offer the City along with an associated labor rate, discount off retail price or mark-up to costs for the listed services. Information in this Category will not be evaluated, and the City does not guarantee the purchase of any additional services. Revisions to the prices may only be adjusted using the Published Price Lists provision in Section 0400. Please include additional pages as necessary.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
3.1	Other (Specified by Offeror):	Hour, etc.	Applicable Rates
3.2	Administrative burden (Fleet inspections and reports, valid ids, etc)	100	\$ 25.00
3.3			



**SECTION 0600 BID SHEET**  
**CITY OF AUSTIN**  
**BICYCLE MAINTENANCE AND REPAIR**

**SOLICITATION NO.:** IFB 8700 MLH1002REBID2

**BUYER:** Martha L. Hernandez

Please check the boxes below as confirmation.

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Offer Sheet - required  |
| <input checked="" type="checkbox"/> | Bid Sheet (Section 0600) -required  |
| <input checked="" type="checkbox"/> | Local Business Presence Identification Form (Section 0605) - required   |
| <input checked="" type="checkbox"/> | Reference Sheet (Section 0700) -required  |
| <input checked="" type="checkbox"/> | Non-Discrimination and Non-Retaliation Certification (Section 0800) -required   |
| <input checked="" type="checkbox"/> | Nonresident Bidder Provisions (Section 0835)- required  |
| <input checked="" type="checkbox"/> | Subcontracting/Sub-Consulting Utilization Form (Section 0900) - required  |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID  |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID |

ACCOUNTS RECEIVABLE POINT OF CONTACT, NAME:

*David A. Kynor*

PHONE NUMBER:

*512-473-0202*

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Delivery Method:

*TRUCK*



**SECTION 0600 BID SHEET**  
**CITY OF AUSTIN**  
**BICYCLE MAINTENANCE AND REPAIR**

**SOLICITATION NO.: IFB 8700 MLH1002REBID2**

**BUYER: Martha L. Hernandez**

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**CATEGORY 1 - PARTS AND MATERIALS**

**Category 1 should only reflect parts and material costs related to the line item.**

ITEM NO.	Item Description	Annual Estimated Quantity	Unit	Unit Price	ANNUAL Extended Price
1.1	COMPLETE OVERHAUL	12	EACH	\$ 20.00	\$ 240.00
1.2	TIRE	99	EACH	\$ 35.00	\$ 3,465.00
1.3	TUBE	83	EACH	\$ 6.00	\$ 498.00
1.4	CABLE AND HOUSING	61	EACH	\$ 3.00	\$ 183.00
1.5	HAND BRAKE	61	EACH	\$ 15.00	\$ 915.00
1.6	SPOKES	39	EACH	\$ 1.50	\$ 58.50
1.7	WHEEL	49	EACH	\$ 85.00	\$ 4,165.00
1.8	DERAIL	29	EACH	\$ 40.00	\$ 1,160.00
1.9	HUB	45	EACH	\$ 25.00	\$ 1,125.00
1.10	HEAD	40	EACH	\$ 20.00	\$ 800.00
1.11	BOTTOM BRACKET	20	EACH	\$ 25.00	\$ 500.00
1.12	GRIPS	51	EACH	\$ 20.00	\$ 1,020.00
1.13	CLEANING MATERIALS	9	EACH		\$ -
1.14	FRONT SHOCK	12	EACH	\$ 250.00	\$ 3,000.00
1.15	REAR SHOCK	9	EACH		\$ -
1.16	SEAT TUBE SHOCK	11	EACH	\$ 25.00	\$ 275.00
1.17	BRAKE PADS	107	EACH	\$ 15.00	\$ 1,605.00
1.18	TOE CLIPS	9	EACH		\$ -
1.19	GEAR	31	EACH	\$ 30.00	\$ 930.00
1.20	FORK	17	EACH	\$ 20.00	\$ 340.00
1.21	PEDAL	31	EACH	\$ 30.00	\$ 930.00
1.22	HANDLE BAR	16	EACH	\$ 25.00	\$ 400.00
1.23	TUNE UP	239	EACH		\$ -
				Subtotal	\$ 21,609.50





**SECTION 0600 BID SHEET**  
**CITY OF AUSTIN**  
**BICYCLE MAINTENANCE AND REPAIR**

**SOLICITATION NO.: IFB 8700 MLH1002REBID2**

**BUYER: Martha L. Hernandez**

**CATEGORY 2 - LABOR**

**Category 2 should only reflect labor costs related to the line item.**

ITEM NO.	Item Description	Annual Estimated Quantity	UNIT	Unit Price	ANNUAL Extended Price
2.1	COMPLETE OVERHAUL	12	HR	\$ 60.00	\$ 720.00
2.2	INSTALL TIRE	99	HR	\$ 7.00	\$ 693.00
2.3	INSTALL TUBE	83	HR	\$ 7.00	\$ 581.00
2.4	INSTALL CABLE AND HOUSING	61	HR	\$ 8.00	\$ 488.00
2.5	ADJUST HAND BRAKE	61	HR	\$ 8.00	\$ 488.00
2.6	RESPOKE WHEEL	39	HR	\$ 35.00	\$ 1,365.00
2.7	TRUE WHEEL	49	HR	\$ 10.00	\$ 490.00
2.8	ADJUST DERAIL	29	HR	\$ 9.00	\$ 261.00
2.9	ADJUST HUB	45	HR	\$ 9.00	\$ 405.00
2.10	OVERHAUL HUB	45	HR	\$ 15.00	\$ 675.00
2.11	ADJUST HEAD	45	HR	\$ 8.00	\$ 360.00
2.12	ADJUST BOTTOM BRACKET	20	HR	\$ 10.00	\$ 200.00
2.13	OVERHAUL HEAD	35	HR	\$ 15.00	\$ 525.00
2.14	OVERHAUL BOTTOM BRACKET	17	HR	\$ 15.00	\$ 255.00
2.15	INSTALL GRIPS	51	HR	\$ 6.00	\$ 306.00
2.16	TUNE-UPS	239	HR	\$ 45.00	\$ 10,755.00
2.17	CLEAN	31	HR	\$ 10.00	\$ 310.00
2.18	ADJUST & CLEAN ROCK SHOCKS	41	HR	\$ 15.00	\$ 615.00
2.19	REPAIR SEAT TUBE SHOCK	11	HR	\$ 10.00	\$ 110.00
2.20	REPLACE SEAT TUBE SHOCK	69	HR	\$ -	\$ -
2.21	INSTALL BRAKE PADS	47	HR	\$ 10.00	\$ 470.00
2.22	TOE CLIPS	17	HR	\$ -	\$ -
2.23	GEAR ADJUSTMENTS	21	HR	\$ 9.00	\$ 189.00
2.24	REPLACE GEAR	15	HR	\$ 15.00	\$ 225.00
2.25	FORK REBUILD	12	HR	\$ 90.00	\$ 1,080.00
2.27	ADJUST FORK	31	HR	\$ -	\$ -
2.28	ADJUST HANDLEBAR	11	HR	\$ 6.00	\$ 66.00
				Subtotal	\$ 21,632.00

ITEM NO.	Item Description	Estimated Annual Quantity	Unit	Unit Price	ANNUAL Extended Price
2.60	<b>SCHEDULED SERVICE OCCURRENCES for Non-Regular Hours</b> Weekends, City observed holidays and weekday hours 5:01 p.m. to 7:59 a.m.	29	HR	35	\$ 1,015.00
2.31	<b>Expedited Services: Non-Regular HOUR OCCURRENCES</b> Weekends, City observed holidays and weekdays between the hours of 5:01 p.m. to 7:59 a.m.	8	HR	45	\$ 360.00
2.32	<b>Expedited Services: Regular Hour OCCURRENCES</b> Monday through Friday, 8:00 a.m. to 5:00 p.m.	32	HR	45	\$ 1,440.00
				Subtotal	\$ 2,815.00
				TOTAL	\$ 46,056.50



SECTION 0600 BID SHEET  
CITY OF AUSTIN  
BICYCLE MAINTENANCE AND REPAIR

SOLICITATION NO.: IFB 8700 MLH1002REBID2

BUYER: Martha L. Hernandez

CATEGORY 3 - NON-SPECIFIED SERVICES (For Informational Purposes Only)

Please list any additional related services your Company can offer the City along with an associated labor rate, discount off retail price or mark-up to costs for the listed services. Information in this Category will not be evaluated, and the City does not guarantee the purchase of any additional services. Revisions to the prices may only be adjusted using the Published Price Lists provision in Section 0400. Please include additional pages as necessary.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
3.1	offer 10% off OEM parts	Hour, etc.	Applicable Rates
3.2			
3.3			

Please check the boxes below as confirmation.

<input type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - required
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Non-Discrimination and Non-Retaliation Certification (Section 0800) -required
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	Subcontracting/Sub-Consulting Utilization Form (Section 0900) - required
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

ACCOUNTS RECEIVABLE POINT OF CONTACT, NAME: David Barrientos

PHONE NUMBER: (512) 415-2989

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

(512) 448-9125

Delivery Method: Drop off at DTAC or instructed location.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

**NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).**

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Tsunami Cycles	
Physical Address	2114 S. Congress, Austin, TX 78704	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
Or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No

**Section 0700: Reference Sheet**

Responding Company Name Tsunami Cycles

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Corporal Chris Carlisle  
Name and Title of Contact \_\_\_\_\_  
Project Name APD DTAC Bicycle Fleet.  
Present Address 124 W. 8<sup>th</sup> St.  
City, State, Zip Code Austin, TX 78701  
Telephone Number (512) 974-5492 Fax Number (\_\_\_\_)  
Email Address chris.carlisle@austintexas.gov
2. Company's Name APD  
Name and Title of Contact Gabe Gonzales Inventory Control Sup. II  
Project Name APD Bicycle Fleet Maintenance  
Present Address 124 W. 8<sup>th</sup> St.  
City, State, Zip Code Austin, TX 78701  
Telephone Number (512) 974-4118 Fax Number (\_\_\_\_)  
Email Address gabriel.gonzales@austintexas.gov
3. Company's Name APD  
Name and Title of Contact Cesar Magdaleno  
Project Name APD Bicycle Fleet Maintenance  
Present Address 124 8<sup>th</sup> St.  
City, State, Zip Code Austin, TX 78701  
Telephone Number (\_\_\_\_) Fax Number (\_\_\_\_)  
Email Address cesar.magdaleno@austintexas.gov



including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 3 day of April, 2019

CONTRACTOR

Authorized Signature

Title

Tsunami Cycles  
D. Barrientos  
Co-Owner

**Section 0835: Non-Resident Bidder Provisions**

Company Name n/A

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**  
**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)**  
**PROCUREMENT PROGRAM**

**Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 8700 MLH1002REBID  
 SOLICITATION TITLE: BICYCLE MAINTENANCE AND REPAIR

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
 b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Tsunami Cycles		
City Vendor ID Code	TSU8307142		
Physical Address	2114 S. Congress		
City, State Zip	Austin, TX 78704		
Phone Number	(512) 448-9725	Email Address	claudio@tsunamicycles.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p><b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form.</p>			
Name and Title of Authorized Representative (Print or Type)		Signature/Date	
David Barrientos (co-owner)		D. Barrientos April 3, 2019	

## Section 0905: SUBCONTRACTING / SUB-CONSULTING UTILIZATION PLAN

### MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM

#### Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

N/A

SOLICITATION NUMBER: IFB 8700 MLH1002REBID

SOLICITATION TITLE: BICYCLE MAINTENANCE AND REPAIR

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating using (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

#### GOOD FAITH EFFORTS CHECK LIST -

When using NON-CERTIFIED Subcontractor/Sub-consultant(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.



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**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM**

**Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

n/a

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- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s), minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

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N/A

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

#### FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date